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SECTION B -- SUPPLIES OR SERVICES AND PRICES

SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1. Contract Type: Firm Fixed Price Service. Total contract amount: \$ TBD.

(End of clause)

B.2. DEFINITIONS

B.2.1. Base Contract Period: Contract Award Date to 12 Months.

B.2.2. Option Year 1 Period: 12 Months.

B.2.3. Option Year 2 Period: 12 Months.

(End of clause)

B.3. FUNDS REPROGRAMMING

B.3.1. Any reprogramming of funds within the particular cost elements as shown in the contractor's proposal shall not occur without the prior approval of the Contracting Officer.

(End of clause)

B.4. PERIOD OF PERFORMANCE

B.4.1 Base Year

<u>CLIN</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>
0001	Status Reports	12	Monthly	\$ <u>TBD</u>
0002	Court Reviews	6	Yearly	\$ <u>TBD</u>
0003	Presentations	6	Yearly	\$ <u>TBD</u>
0004	Corrective Action Plans	3	Yearly	\$ <u>TBD</u>
0005	Recommendations	6	Yearly	\$ <u>TBD</u>
0006	Contractor Assessment	1	Yearly	\$ <u>TBD</u>
0007	Other Direct Costs	1	Yearly	\$ <u>TBD</u>
0008	Travel	NTE	Yearly	\$ <u>TBD</u>

(NOTE: In accordance with FAR 52.217-9, Option to Extend the Term of the Contract, MAR 2000, the Government has the right to extend the contract for up to two (2) years based on the Availability of Funds which is covered by FAR 52.232.18, Availability of Funds, APR 1984. The presence of Option Years in this Section or the discussion of Option Years in other Sections of this contract does not obligate the Government to exercise such options.)

B.4.2 Option Year 1

<u>CLIN</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>
0001	Status Reports	12	Monthly	\$ <u>TBD</u>
0002	Court Reviews	6	Yearly	\$ <u>TBD</u>
0003	Presentations	6	Yearly	\$ <u>TBD</u>
0004	Corrective Action Plans	3	Yearly	\$ <u>TBD</u>
0005	Recommendations	6	Yearly	\$ <u>TBD</u>
0006	Contractor Assessment	1	Yearly	\$ <u>TBD</u>
0007	Other Direct Costs	1	Yearly	\$ <u>TBD</u>
0008	Travel	NTE	Yearly	\$ <u>TBD</u>

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B.4.3 Option Year 2

<u>CLIN</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>
0001	Status Reports	12	Monthly	\$ <u>TBD</u>
0002	Court Reviews	6	Yearly	\$ <u>TBD</u>
0003	Presentations	6	Yearly	\$ <u>TBD</u>
0004	Corrective Action Plans	3	Yearly	\$ <u>TBD</u>
0005	Recommendations	6	Yearly	\$ <u>TBD</u>
0006	Contractor Assessment	1	Yearly	\$ <u>TBD</u>
0007	Other Direct Costs	1	Yearly	\$ <u>TBD</u>
0008	Travel	NTE	Yearly	\$ <u>TBD</u>

(End of clause)

B.5 OTHER DIRECT COSTS

B.5.1 Other Direct Costs. For the categories listed, direct costs shall not exceed \$ TBD within the current period of performance applied. ODC's shall include all incidental services for which there is not a labor category specified in the contract. Itemized list must be supplied with pricing proposals.

(End of clause)

B.6 INCREMENTAL FUNDING.

This contract shall be subject to incremental funding with \$ TBD presently made available for performance under this contract. It is estimated that funds presently available are sufficient to permit the Contractor's performance to begin performance. In accordance with the Limitation of Funds clause in Section I, no legal liability on the part of the Government for payment of money in excess of \$ TBD shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract.

(End of clause)

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

SECTION C STATEMENT OF WORK

C.1. SCOPE

C.1.1 BACKGROUND

The mission of the Office of Tribal Justice Support (TJS), a division within the Office of Justice Services (OJS) of the Department of the Interior (DOI) is to further the development, operation, and enhancement of tribal justice systems and Courts of Indian Offenses. Congress and the Federal courts have repeatedly recognized that tribal justice systems are the appropriate forum for adjudicating civil disputes and some criminal activity within Indian country. TJS is tasked to provide training and technical assistance to tribal courts. In an effort to ensure that justice in tribal forums is administered fairly and with the utmost integrity, one of TJS's tasks is to perform tribal court reviews intended to assist in defining specific technical assistance and training needed by tribal courts, 25 U.S.C. 3612 (2000).

With the appropriate tribal court review, TJS can provide training and technical assistance in many legal areas: including but not limited to, criminal prosecution, foster care issues, Indian Child Welfare Act (ICWA) issues, juvenile issues, guardianship issues, tribal probate issues, tort and liability issues which occur on Indian lands and are regulated by tribal codes. TJS has determined that the new tribal court reviews will be based on the Tribal Court Performance Standards (TCPS) model which define optimal court performance and are viewed as a blueprint for improving the administration of justice by focusing on performance, self-assessment and self-improvement of the tribal court.

In addition to providing guidance for TJS on appropriate training, these tribal court reviews provide a conceptual framework of performance areas, community perception, standards and measures and focus on tribal courts' operational activities, codes, procedures, and budget limitations. Moreover, the tribal court reviews are often a basis of one-time funding decisions made by TJS. Finally, TJS is charged with maintaining an information clearinghouse on tribal justice systems and Courts of Indian Offenses. These reviews provide a detailed court profile data base for the creation of a clearing house that will include tribal codes, judicial decisions and court profiles.

C.1.2 OBJECTIVE

The objective of this Statement of Work (SOW) is to have TJS meet its statutory required objectives and assist TJS in its endeavor to provide appropriate information to Congressional appropriations staff and the Office of Management and Budget, through the tribal court reviews. Further, the completion of tribal court reviews are a part of TJS standards under the Government Performance and Results Act (GIPRA) and thus the review process is essential for TJS to meet its goals under GIPRA. The reviews also provide insight into necessary trainings needed in Indian Country. In order for TJS to achieve its statutory requirements, the contractors will be required to complete a three-prong evaluation mechanism based on the TCPS model.

These performance standards are available at http://www.ncsconline.org/D_Research/tcps/area_1.htm.

The evaluation mechanism/ review will include the following: the first prong will be a comprehensive tribal court review which is formatted on the TCPS and modified to address the specific issues of tribal courts, subsequently the contractor will submit a follow-up tribal court corrective action plan based on the specific court review, only if TJS determines a corrective action plan is needed, and finally, the contractor will submit a recommendation of resources and regional trainings specifically addressing the needs of the particular tribal courts in the specified district. A TJS designated representative will be consulted on the format of the review, in order to facilitate consistent tribal court reviews throughout the districts. The Contractor is expected to complete six (6) court reviews per performance period, and three (3) corrective action plans, if needed. The Contractor is expected to complete a recommendation for each of the tribal court reviews and a list of resources and regional trainings specifically tailored for the court.

C.2 STATEMENT OF WORK

The Bureau of Indian Affairs is soliciting for Tribal Court Reviews and a CFR court review located in the respected OJS Districts. The contractor shall reside within the proposed district to reduce transportation costs over the course of the contract. (See the attachment for a listing of each District location). The contractors will work closely with a TJS representative, whose role and focus will be to coordinate the reviews, and review the documents for consistency based on the standards set forth in the TCPS and by TJS.

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The contractor should be available for an in-service training with TJS prior to beginning the first review, and must work closely with the TJS personnel appointed to oversee the overall coordination of court reviews.

The Contractor's review team should consist of individuals who have practiced in tribal courts, experience as a tribal court probation officer, experience as a tribal court administrator or clerk, or experience as a tribal court liaison with social services, in the respective district area. The contractor should be familiar with and have accessible means to the tribal courts located within the respective District. For example, the Contractor and review team will be responsible for conducting the reviews for the tribal courts located in the selected District and should have a working knowledge of not only of the number of courts in that area but a working knowledge of some of the codes which govern those courts. The contractor should be available to travel to the tribal courts located within the OJS District and shall incur reasonable travel costs. It is of particular importance that travel expenses are minimized during all phases of the preparation of court reviews, corrective action plans and the delivery of a proposal of additional training and technical assistance to the contractor.

Contractors will conduct a review in three separate phases. The first phase will be the completion of the tribal court review, the second phase will be the completion of the tribal court corrective action plan, if needed, and finally, the third phase will be the completion of the recommendation for training and technical assistance to both the Tribe and the TJS.

C.2.1 THREE PRONG PROCESS

C.2.1.1 PHASE I – COURT REVIEW

A comprehensive tribal court review will be submitted to TJS. The review will be formatted on the Tribal Court Performance Standards (TCPS) and modified to address the specific issues of tribal courts; the contractor is to provide a tribal court review in booklet form, which will include:

- (1) An introductory section
- (2) Findings and recommendations based upon the 5 TCPS performance areas; and
- (3) Next steps, an overview of the recommendations to the tribal government based upon the findings in the review

The contractor is expected to complete a minimum of six (6) court reviews per year, as a requirement by GIPRA standards.

C.2.1.2 PHASE II – CORRECTIVE ACTION PLAN

A follow-up tribal court corrective action plan to base on the specific court review completed, if needed and determined by TJS, and the format will follow the tribal court review booklet as described as above;

C.2.1.3 PHASE III - RECOMMENDATIONS

An in-depth document identifying for resources and regional trainings specifically tailored for the tribal court being reviewed. For example, if the tribal court needs additional training on a court management system, the recommendations should include a number of resources the tribe might use in regard to the specific training needed on the system used by the tribe and the estimated cost.

Contractor will work with TJS or certain designated persons who are knowledgeable on the type of overall Tribal Court Review needed. With the guidance of TJS, the contractor will provide a consistent systematic court review process based on the Tribal Court Performance Standards (TCPS).

The contractor is expected to complete a minimum of three (3) corrective actions plans, if needed, per year, as a requirement by GIPRA standards.

C.3 PERIOD OF PERFORMANCE

C.3.1 The period of this contract is to begin Date of Award to 12 Months with the Government having the right to exercise two (2) option years.

Base Contract Period	____TBD____
Option Year 1	____TBD____
Option Year 2	____TBD____

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C.4 TASKS

C.4.1 STAGE ONE: TRIBAL COURT REVIEWS

The Court Review will be provided to TJS within sixty (60) days of the review team's site visit. Once the court review is provided to TJS and the program office is satisfied with the product the contractor will be paid for the product. After the contractor is paid for the court review, the program office and contractor will make a presentation to the tribe in a manner the tribe chooses: in-person, teleconference, videoconference, etc.

C.4.1.1 INTRODUCTION OF REVIEW

The Tribal Court Review will begin with an introduction section and will include the following, among other things:

- (1) Jurisdictional status of the tribal court, for example whether the tribal court sits in a PL 280 state
- (2) A short discussion on whether the tribe has undertaken the assumption provision of the TLOA
- (3) A short discussion on whether the court has different types of courts, such as a children's court, a drug court, or a peacemaker court
- (4) A summary of the tribal codes approved by the tribal government
- (5) The tribal court's history
- (6) Statistical information regarding the number of cases heard by the tribal court divided as follows;
 - (a) Criminal
 - (b) Civil
 - (c) Juvenile
 - (d) Child in need of supervision
 - (e) Probate
 - (f) ICWA
 - (g) Domestic violence cases and the number of appellate cases heard, if applicable
 - (h) Supreme Court cases information
 - (i) The make-up of the tribal court personnel; and
 - (j) Location of the court
- (7) The review will also include pictures of the court; charts and graphs which show the make-up of the cases heard by subject
- (8) An organizational chart, with the break-down of the duties of the tribal court employees, for example, "2 public defenders", "3 prosecutors", "4 clerks", etc.
- (9) A discussion of the tribal court management system; and
- (10) The introduction shall include a discussion of the tribal court budget along with sources of funding and discussion and inclusion of result of BIA single audit reviews if the tribe is a 638 contractor

C.4.1.2 FIVE PRIMARY TRIBAL COURT PERFORMANCE STANDARDS (TCPS)

C.4.1.2.1 PERFORMANCE AREA – ACCESS TO JUSTICE

In determining whether the Tribal Court system was open and accessible to the community, the reviewers will look at the location, physical structure, and court procedures along with the responsiveness of tribal personnel. Further, the review will take an in-depth look at the court management system and determine whether or not the filing system is up to date. Thus the contractor should have a working knowledge of all types of court management systems, such as Just Ware, Full Court, and Kelpro, etc. Additionally, the reviewers will look at the duties assigned to personnel. The reviewers will exam the designated duties of particular offices. Such as, reviewing the scope of work assigned to the public defender's office or advocate's office.

C.4.1.2.2 PERFORMANCE AREA – EXPEDITION AND TIMLINESS

The review must also indicate whether the trial court meets the community's needs. A determination will be made as to whether the court activities are conducted in a timely and expeditious manner. The contractor will look at case processing, general statistics, case management systems and statistics generated from those systems, and implementation of law and procedure. An additional item of review is an analysis on whether or not the tribe is preparing or ready to implement the TLOA. As such, a review of the current tribal law and order codes of the tribe, the current civil codes of the tribe, and at the court procedure guidelines both civil and criminal must be conducted. Thus the contractor should have a working knowledge of tribal codes, tribal court procedures and the Tribal Law and Order Act.

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C.4.1.2.3 PERFORMANCE AREA – EQUITY, FAIRNESS AND INTEGRITY

The review must discuss whether the court system has a fair and reliable judicial process that ensures equal justice for all under the law, as it is identified under the tribal codes and ICRA. The reviewers will look at the way the tribe disseminates the codes to the public, and will take a random look at the tribal court's case files, and determine if the tribal court's rules and procedures are in place. Further, the reviewer will determine whether or not the court has a systematic procedure for accounting of fines, assets in guardianship proceedings, probate proceedings, juvenile proceedings, child welfare proceedings, ICWA proceedings. The reviewer shall also determine whether due process issues are appropriately addressed, giving special attention to due process issues under ICRA and TLOA. Also, the review will determine whether or not the TLOA enhanced sentencing proceedings are in effect, review temporary releases from jail proceedings, any other item which the reviewers determine is appropriate to review within the parameters of equity, fairness and integrity. Clarity of court orders, adequacy of storage and preservation of physical records, staffing and resources for the court house will be reviewed. The review will also include a discussion of the court systems and procedures - including appellate and Supreme Court if applicable. Further, the reviewers will look for accuracy consistency and utility of case docket system, case file integrity, activity logs, and file stamp methods.

C.4.1.2.4 PERFORMANCE AREA – INDEPENDENCE AND ACCOUNTABILITY

The review shall discuss the independence and accountability of the court. The reviewers will also discuss access to justice by the community and the timely resolution of disputes with equality, fairness, and integrity. The review shall analyze the organizational structure of the judicial branch of government and focus on the tribal court's legal and organizational boundaries, how effectively the tribal court monitors and controls their operations and account publicly for their performance. Here the reviewers will look at the administration and management authority between the chief judge and the court administrator, the court's organizational chart, court budget-including both BIA and DOJ funds. An accounting of the resources and the court's financial auditing practices. The reviewers will spend time with the community and solicit comments from the stakeholders and a report of their findings.

C.4.1.2.5 PERFORMANCE AREA – PUBLIC TRUST AND CONFIDENCE

In the final performance area, the reviewers will look at the overall picture, and take into consideration the performance areas listed above. The reviewers shall determine how the court is performing to instill public trust and confidence. The reviewers shall seek input from the general public views and beliefs regarding the court and its impartiality and fairness in the community. The reviewers shall review the court files and look at the fairness and consistency of imposed sentencing, prosecutions, and any areas the community believes should be addressed where there is concern regarding fairness and public confidence. There should be an in-depth review of notice in both criminal and civil codes, as well as court procedures. An in-depth discussion of the separation of powers of the tribal court, if included in the tribal constitution or codes, will also be included as well as an in-depth review of the tribal court's speedy trial process and a discussion of the enhancement provisions of the Tribal Law and Order Act specific to the tribal court being reviewed. Further, the tribal court review shall include a discussion of any additional courts, pro-bono assistance through pamphlets or other means of communication, alternative sentencing programs and community based resolution process, if any.

C.4.2 STAGE TWO: CORRECTIVE ACTION PLAN

The second prong of the process is the corrective action plan. The corrective action plan will be crafted specifically from the tribal court review and any subsequent visits of the review team. Moreover the corrective action plan will also include discussions with the tribal government, alongside TJS. The corrective action plan will follow the TCPS five primary justice performance areas, detailing in specifics, the remedies or next steps for each of the areas which the court review found to be deficient or lacking. The Corrective Action plan will focus on the resources available at little or no cost to the tribe. The Corrective Action Plan will be provided to TJS within 3 months of the date the Tribal Court Review report is presented to the tribe. The contractor will forward a copy of the corrective action plan to TJS, and once the program office is satisfied with the product, then payment will be rendered for that second portion of the evaluation mechanism. Thereafter, the contractor will provide the information to the tribe, in a manner the tribe so chooses: in-person, teleconference, videoconference, etc.

C.4.3 STAGE THREE: RECOMMENDATIONS

The third prong of the evaluation process is a recommendation to TJS for regional cluster training or on-sight training and technical assistance. In addition, when appropriate and approved by the program office specific training may be done by the contractor. The recommendation for regional cluster or on-sight training will follow the issues presented in both the tribal court review and the tribal court corrective action plan. The recommendation will include, among other things, specific recommendations of on-sight training, and a list of resources from which the tribe may choose to work. The contractor will work with TJS and assist in an assessment of national training needs, and those specific to the tribal court reviewed. The training recommendation will be presented

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to TJS within 3 months of the delivery of the tribal court corrective action plan or tribal court review, whichever has been submitted last. The contractor will produce a document identifying all the training being offered to the tribal court, identify which of the five primary justice performance areas being addressed and identify the proposed individuals and/or companies suggested for the training or technical assistance. The contractor will discuss in detail the proposed training and technical assistance with TJS prior to publication of any recommendation for regional cluster training and in the event approved, on-sight training and technical assistance program proposals.

C.4.4 STAGE FOUR: ASSESSMENTS

C.4.4.1 CONTRACTOR ASSESSMENT:

At the end of the contract year, the contractor will provide a chart with graphs summarizing the court reviews performed, the corrective action plans performed and the recommendations for training and technical assistance provided along with a detailed spending report of the cost of the performance of the contract.

C.4.4.2 OJS ASSESSMENT:

At the end of the contract year, TJS will provide each contractor with an assessment of the quality of the court reviews, the quality of the corrective action plans, and the quality of the recommendations for training and technical assistance to be provided or suggested to the tribal court.

C.5 DELIVERABLES

In fulfillment of this effort, the Contractor shall provide the following deliverables. All deliverables shall be submitted to the COTR. Deliverables are in no particular order although some rely on acceptance of one another. Deliverable dates *tentative*.

CLIN	DELIVERABLE(S)	DUE DATE	ACCEPTANCE CRITERIA
1	Status Reports	5 th day of each calendar month	Documents and graphs indicating statistical analysis of the court's functions shall be written in clear, understandable English that is void of grammatical, spelling and cut & paste errors. Documents shall be delivered on time to COTR via email in PDF version.
2	Court Reviews	Within sixty (60) days of the visit to the Tribal Court	Contractor will review the FINAL document and shall be delivered on time to COTR via email in PDF version which will be presented to specified tribe. The reviewer shall include all information gathered regarding the 5 performance areas under the TCPS.
3	Presentations	Within sixty (60) days of the acceptance of tribal court review from the COTR and a determination as to whether or not a corrective action plan is needed.	As specified by TJS and Tribal Courts
4	Corrective Action Plan	Within three (3) months of the date the Court Review report is presented to the tribe.	Documents shall be written in clear, understandable English that is devoid of grammatical, spelling and cut & paste errors. Documents shall be delivered on time to COTR via email in PDF version which will be presented to specified tribe.

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5	Recommendations	Within 3 months of the tribal court review presentations if a corrective action plan is not needed, if a corrective action plan is needed, the CAP shall be delivered within 3 months of the tribal court review presentation, and the recommendations shall be delivered thereafter within three months of the delivered corrective action plan.	Documents shall be written in clear, understandable English that is devoid of grammatical, spelling and cut & paste errors. Documents shall be delivered on time to COTR via email in PDF version which will be presented to specified tribe.
5	Contractor Assessment	Within 1 month of contract end date	Documents shall be written in clear, understandable English that is void of grammatical, spelling and cut & paste errors. Documents shall be delivered on time to COTR via email

(End of Section C)

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SECTION D -- PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

E.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-02 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)" in Section I of this contract.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-4	INSPECTION OF SERVICES-FIXED-PRICE	AUG 1996

(End of clause)

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)" in Section I of this contract.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-14	SUSPENSION OF WORK	APR 1984
52.242-15	STOP WORK ORDER	AUG 1989

(End of clause)

F.2. TERM OF CONTRACT

F.2.1. The contract term shall be for the period of Date of Award to 12 months, subject to the Government's option to extend the term of the contract in accordance with the clause entitled, Option to Extend the Term of the Contract in Section I.

F.2.2. The Government, having the right to exercise two (2) potential option years.

Base Contract Period	_____TBD_____
Option Year 1	_____TBD_____
Option Year 2	_____TBD_____

(End of clause)

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)" in Section I of this contract.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.245-01	Government Property	AUG 2010

(End of clause)

G.2 INVOICE REQUIREMENTS

G.2.1 The Contractor shall bill in accordance to the deliverable schedule. Contractor shall invoice no more than once monthly. The contractor shall invoice all services rendered against the appropriate contract line item number (CLIN).

Invoices must include, as a minimum,
Date(s)
Name/Tribe/Attendees
Completed project(s)/status

G.2.1.1 Travel will be utilized in the overall pricing. Any Travel or Other Direct Costs (ODCs) incurred including supporting documentation and receipts for all charges for the current billing period and cumulative to date. Travel shall be billed in accordance of the Federal Travel Regulations.

(End of clause)

G.3. INVOICE SUBMISSION

G.3.1. The original invoice shall be submitted to the following address:

BIA-Albuquerque Accounting Operations
1001 Indian School Road, Suite 352
Albuquerque, NM 87104
ATTN: Financial Manager
E-Mail Submission: OJSPAYMENTMAILBOX@BIA.GOV

(End of clause)

G.4. METHOD OF PAYMENT

G.4.1. Payments under this contract will be made via EFT in accordance with FAR 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

(End of clause)

G.5 AUTHORITIES AND DELEGATIONS

MAY 2010

G.5.1 The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

G.5.2 The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR

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will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COR for this contract shall be:

TBD

G.5.3. The COR is not authorized to perform, formally or informally, any of the following actions:

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the disputes clause;
- (4) Terminate, for any reason, the contractor's right to proceed;
- (5) Obligate in any way, the payment of money by the government.

G.5.4 The contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The contractor shall not proceed with direction that it considers to have been issued without proper authority. The contractor shall notify the Contracting Officer in writing, with as much details as possible, when the COR has taken an action or has issued direction (written or oral) that the contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (G.4.5) of this clause.

G.5.5 The contracting officer shall respond in writing within 30 days to any notice made under paragraph (G.4.4) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

G.5.6 The contractor shall provide copies of all correspondence to the contracting officer and the COR.

G.5.7 Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the COR acting within his or her appointment, shall be at the contractor's risk.

(End of clause)

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 SPECIAL CONTRACT REQUIREMENTS

H.1. LEGAL HOLIDAYS

The following Legal Holidays are observed under this contract:

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving	Fourth Thursday in November
Christmas Day	25 December

(End of clause)

H.2. DISCLOSURE OF INFORMATION

H.2.1. Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

H.2.2. In performance of this contract, the contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its subcontractors shall be under the supervision of the contractor or the contractor's responsible employees.

H.2.3. Each officer or employee of the contractor or any of its subcontractors to whom any Government record may be made available or disclosed shall be notified in writing by the contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use of gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

(End of clause)

H.3 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM

JULY 2010

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position, title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not

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the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, system requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramification of the assessed performance. In addition to the ratings and supporting narratives, blocks 1-17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

- (1) Protect the evaluation s "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.
- (2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside your control.
- (3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of clause)

H.4 ALLOWABLE COST

H.4.1. Allowable cost. The cost of the Contractor's performance is shown in Section B.

H.4.2. The contractor shall, to the extent of his ability, acquire materials and services at the most advantageous prices available with due regard to securing timely delivery of satisfactory materials and take all cash and trade discounts, rebates, allowances, credits, salvage commissions and bonification.

H.4.3. It is understood and agreed that subject to those Section I clauses entitled Limitation of Costs or Limitation of Funds, and Allowable Costs and Payment, the following shall be considered as allowable items of cost under the contract when incurred or paid by the Contractor and when necessary and required and used for performance of work hereunder. This clause does not preclude the allowance of other costs allowable under the Federal Acquisition Regulation, Part 32.

H.4.3.1. Indirect Costs. For the period of this contract, subject to the establishment of final annual indirect cost rate(s), the Contractor shall be reimbursed at billing rate(s) established by the Contracting Officer or by an authorized representative (the cognizant auditor), in accordance with paragraph (e) of the contract clause, Allowable Cost and Payment.

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H.3.3.2. Travel and Subsistence. Reasonable subsistence shall be allowed in accordance with the Contractor's established and Government approved policy for transportation for personnel employed in the performance of this contract while in travel status; provided such travel is necessary for the performance of this contract and provided further that expenses for transportation hereunder by motor vehicle other than common carrier or rented automobile shall be reimbursed on a reasonable actual expense basis plus any toll or ferry charges. The difference in cost between first-class air accommodations and less than first-class air accommodations is unallowable except when less than first-class accommodations are not reasonably available to meet mission requirement. Reasonableness shall be ascertained by a review of all facts pertaining to the specific cost by the Contracting Officer. Should transportation and subsistence expenses be incurred concurrently in connection with the performance of more than one contract, such expenditures shall be allocated on an equitable basis to the contracts involved. This allocation shall be based on a review of all pertinent facts concerned with the particular trip.

H.4.3.3. Reproduction costs. "Duplicating" is defined in Printing and Binding Regulations published by the Joint Committee on Printing of the Congress of the United States, current issue. Allowable reproduction and duplicating usually includes that produced from stencils, masters, and mats used on single unit duplicating equipment not larger than 11 by 17 inches with a maximum image of 10 3/4 by 14 1/4 inches, provided that, not more than 5,000 production units shall be produced of any page and that items consisting of multiple page will not exceed 25,000 production units in the aggregate. TJS Shall retain sole ownership of all Deliverables.

H.4.3.4. Special Costs. Special items which have been certified in writing by the Contracting Officer as constituting part of the Contractor's undertakings hereunder.

(End of clause)

H.5 TRAVEL AND SUBSISTENCE

H.5.1. Notwithstanding the provisions of FAR 52.216-7 and 52.216-8, entitled, "Allowable cost and Payment" and "Fixed Fee" respectively, the following additional provision applies to per diem and travel:

The per diem and travel rates for reimbursement purposes shall be in accordance with acceptable accounting procedures, Section 31 of the FAR, and shall not exceed those established by Volume 2 of the Joint Travel Regulation (JTR).

H.5.2. The Contractor shall be reimbursed by the Government for travel cost required in performance of this contract provided such travel and prior approval by the Contracting Officer or his duly authorized representative.

H.5.3. The Contractor shall use Government contract Airfares and other Government transportation services whenever possible.

H.5.4. The Contractor shall use the Joint Travel Regulation (JTR) rates for determining the reimbursement for travel expenses such as per diem, rental cars, lodging, and other common expenses.

H.6 ORGANIZATIONAL CONFLICT OF INTEREST

H.6.1 Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

(End of clause)

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PART II – CONTRACT CLAUSES

SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

<http://www.acquisition.gov>

<http://www.doi.gov/pam/1452-3.html#215-71>

Clause	Title	Date
1452.203-70	Restriction on Endorsements	July 1996
1452.204-70	Release of Claims – Department of the Interior	July 1996
1452.224-01	Privacy Act Notification (Jul 1996) (Deviation)	July 1996
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	September 2006
52.203-07	Anti-Kickback Procedures	October 2010
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	October 2010
52.204-01	Approval of Contract	December 1989
52.204-02	Security Requirements	August 1996
52.207-03	Right of First Refusal of Employment	May 2006
52.209-01	Qualification Requirements	February 1995
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	December 2010
52.215-02	Audit and Records--Negotiation	October 2010
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-19	Notification of Ownership Changes	October 1997
52.216-01	Type of Contract	April 1984
52.216-23	Execution And Commencement Of Work	April 1984
52.216-24	Limitation Of Government Liability	April 1984
52.217-02	Cancellation Under Multiyear Contracts	October 1997
52.219-08	Utilization of Small Business Concerns	January 2011
52.222-03	Convict Labor	June 2003
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	July 2005
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	March 2007
52.222-35	Equal Opportunity for Veterans	September 2010
52.222-36	Affirmative Action For Workers with Disabilities	October 2010
52.222-37	Employment Reports Veterans	September 2010
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option Contracts)	September 2009
52.223-06	Drug Free Workplace	May 2001

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52.223-14	Toxic Chemical Release Reporting	August 2003
52.225-13	Restrictions on Certain Foreign Purchases	June 2008
52.226-01	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	June 2000
52.227-01	Authorization and Consent	December 2007
52.227-14	Rights in Data-General	December 2007
52.229-04	Federal, State And Local Taxes	April 2003
52.232-17	Interest	October 2010
52.232-18	Availability of Funds	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	October 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	October 2003
52.233-03	Protest After Award	August 1996
52.239-01	Privacy or Security Safeguards	August 1996
52.242-13	Bankruptcy	July 1995
52.243-01	Changes--Fixed Price (Alt 1)	August 1987
52.249-01	Termination For Convenience Of The Government (Fixed Price) (Short Form)	April 1984
52.249-02	Termination For Convenience Of The Government (Fixed-Price)	May 2004
52.252-06	Authorized Deviations in Clauses	April 1984

I.2 1452.215-70 EXAMINATION OF RECORDS BY THE DEPARTMENT OF THE INTERIOR APRIL 1984

For purposes of the Examination of Records by the Comptroller General clause of this contract (FAR 52.215-1), the Secretary of the Interior, the Inspector General, and their duly authorized representative(s) from the Department of the Interior shall have the same access and examination rights as the Comptroller General of the United States.

I.3 1452-215-71 USE AND DISCLOSURE OF PROPOSAL INFORMATION- DEPARTMENT OF THE INTERIOR APRIL 1984

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages 3-8 of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

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(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

(End of provision)

I.4 1452.226-70 INDIAN PREFERENCE

APRIL 1984

(a) The Contractor agrees to give preferences to Indians who can perform the work required regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation for training and employment opportunities under this contract and, to the extent feasible consistent with the efficient performance of this contract, training and employment preferences and opportunities shall be provided to Indians regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation who are not fully qualified to perform under this contract. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts consistent with the efficient performance of this contract. The Contractor shall maintain such records as are necessary to indicate compliance with this paragraph.

(b) In connection with the Indian employment preference requirements of this clause, the Contractor shall also provide opportunities for training incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training which is designed to increase the vocational effectiveness of an Indian employee.

(c) If the Contractor is unable to fill its training and employment needs after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indians in accordance with the clause of this contract entitled "Equal Opportunity."

(d) If no Indian organizations or Indian-owned economic enterprises are available for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, or labor surplus area concerns.

(e) As used in this clause:

(1) "Indian" means a person who is a member of an Indian Tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the contractor shall grant the preference but shall require the individual within thirty (30) days to provide evidence from the Tribe concerned that the person is a member of that Tribe.

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(2) "Indian organization" means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and

(3) "Indian-owned economic enterprise" means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit provided that such Indian ownership shall constitute not less than 51 percent of the enterprise.

(4) "Indian Tribe" means an Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 668; 43 U.S.C. 1601) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

(f) The Contractor agrees to include the provisions of the clause including this paragraph (f) in each subcontract awarded under this contract.

(g) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interests of the Government.

(End of clause)

I.5 1452.226-71 INDIAN PREFERENCE PROGRAM

APRIL 1984

(a) In addition to the requirements of the clause of this contract entitled "Indian Preference -- Department of the Interior," the Contractor agrees to establish and conduct an Indian preference program which will expand the opportunities for Indian organizations and Indian-owned economic enterprises to receive a preference in the awarding of subcontracts and which will expand opportunities for Indians to receive preference for training and employment in connection with the work to be performed under this contract. In this connection, the Contractor shall --

(1) Designate a liaison officer who will:

(i) .maintain liaison with the Government and Tribe(s) on Indian preference matters; (ii).supervise compliance with the provisions of this clause; and (iii).administer the Contractor's Indian preference program.

(2) Advise its recruitment sources in writing and include a statement in all advertisements for employment that Indian applicants will be given preference in employment and training incident to such employment.

(3) Not less than twenty (20) calendar days prior to commencement of work under this contract, post a written notice in the Tribal office of any reservations on which or near where the work under this contract is to be performed, which sets forth the Contractor's employment needs and related training opportunities. The notice shall include the approximate number and types of employees needed, the approximate dates of employment; the experience or special skills required for employment, if any; training opportunities available; and all other pertinent information necessary to advise prospective employees of any other employment requirements. The Contractor shall also request the Tribe(s) on or near whose reservation(s) the work is to be performed to provide assistance to the Contractor in filling its employment needs and training opportunities. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact in regard to the posting of notices and requests for Tribal assistance.

(4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors and suppliers under this contract. Consistent with the efficient performance of this contract, the Contractor shall give public notice of existing subcontracting opportunities by soliciting bids or proposals only from Indian organizations or Indian-owned economic enterprises. The Contractor shall request assistance and information on Indian firms qualified as suppliers or subcontractors from the Tribe(s) on or near whose reservation(s) the work under the contract is to be performed. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to be contacted in regard to the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including --

(i).a clear description of the supplies or services required including quantities, specifications, and delivery schedules which facilitate the participation of Indian firms; (ii).a statement indicating the preference will be given to Indian organizations and Indian-owned economic enterprises in accordance with Section 7(b) of Public Law 93-638; (88 Stat. 2205; 25 U.S.C. 450e(b)); (iii).definitions for the terms "Indian organization" and "Indian-owned economic enterprise" as prescribed under the "Indian Preference -- Department of the Interior" clause of this contract; (iv).a representation to be completed by the bidder or offeror that it is an Indian organization or

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Indian-owned economic enterprise; and

(v) a closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If after soliciting bids from Indian organizations and Indian-owned economic enterprises, no responsible bid is received, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of this contract. If one or more responsible bids are received, award shall be made to the low responsible bidder if the bid price is determined to be reasonable. If the low responsive bid is determined to be unreasonable as to price, the Contractor shall attempt to negotiate a reasonable price and award a subcontract. If a reasonable price cannot be agreed upon, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of the contract.

(5) Maintain written records under this contract which indicate:

If .the names and addresses of all Indians seeking employment for each employment position available under this contract; ii.the number and types of positions filled by (A) Indians and (B) non-Indians, and the name, address and position of each Indian employed under this contract; iii.for those positions where there are both Indian and non-Indian applicants, and a non-Indian is selected for employment, the reason(s) why the Indian applicant was not selected; iv.actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract; v.reasons why preference was not given to Indian firms as subcontractors or suppliers for each requirement where it was determined by the Contractor that such preference would not be consistent with the efficient performance of the contract, and vi.the names and addresses of all Indian organizations and Indian-owned economic enterprises (A) contacted, and (B) receiving subcontract awards under this contract.

(6) The Contractor shall submit to the Contracting Officer for approval a semiannual report which summarizes the Contractor's Indian preference program and indicates (i) the number and types of available positions filled and dollar amounts of all subcontracts awarded to (a) Indian organizations and Indian-owned economic enterprises and (b) all other firms.

(7) Records maintained pursuant to this clause will be kept available for review by the Government until expiration of one (1) year after final payment under this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.

(b) For purpose of this clause, the following definitions of terms shall apply:

(1) The terms "Indian," "Indian Tribe," "Indian Organization, and "Indian-owned economic enterprise" are defined in the clause of this contract entitled "Indian Preference."

(2) "Indian reservation" includes Indian reservations, public domain Indian allotments, former Indian reservations on Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act, (85 Stat. 688; 43 U.S.C. 1601 et seq.).

(3) "On or near an Indian Reservation" means on a reservation or reservations or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably be expected to commute to and from in the course of a work day.

(c) Nothing in the requirements of this clause shall be interpreted to preclude Indian Tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not hinder the Government's right to award contracts and to administer their provisions.

(d) The Contractor agrees to include the provisions of this clause including this paragraph (d) in each subcontract awarded under this contract and to notify the Contracting Officer of such subcontracts.

(e) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interest of the Government.

(End of clause)

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(a) Protests, as defined in section [31.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 2051 Mercator Drive, Reston, VA 20191.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

(End of provision)

I.7 1452.237- INFORMATION COLLECTION 70

JULY 1996

If performance of this contract requires the contractor to collect information on identical items from ten or more public respondents, no action shall be taken or funds expended in the solicitation or collection of such information until the contractor has received from the Contracting Officer written notification that approval has been obtained from the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act of 1980. The Contractor agrees to provide all information requested by the Contracting Officer which is necessary to obtain approval from OMB.

(End of clause)

I.8 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)

(a) *Definitions.* As used in this clause—

“Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

“Full cooperation”—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors’ and investigators’ request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

“United States,” means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.*

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

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(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, [5 U.S.C. Section 552](#), without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR [2.101](#). The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title [18 U.S.C.](#) or a violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

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(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I.9 52.216-24 LIMITATION OF GOVERNMENT LIABILITY APR 1984

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$__TBD__ dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$__TBD__ dollars.

(End of clause)

I.10 52.217-8 OPTION TO EXTEND SERVICES NOV 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

I.11 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years, six months.

(End of clause)

I.12 52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING SEPTEMBER 2010

(a) *Definitions.* As used in this clause—

“Driving”—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

“Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor should—

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- (1) Adopt and enforce policies that ban text messaging while driving—
 - (i) Company-owned or -rented vehicles or Government-owned vehicles; or
 - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (2) Conduct initiatives in a manner commensurate with the size of the business, such as—
 - (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- (d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

(End of clause)

I.13 52.224-01 PRIVACY ACT NOTIFICATION APRIL 1984

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

I.14 52.224-02 PRIVACY ACT APRIL 1984

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

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(End of clause)

I.15 52.232-01 PAYMENTS

APRIL 1984

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

I.16 52.231-12 ADVANCE PAYMENTS

MAY 2001

(a) *Requirements for payment.* Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the Contractor, and approval by the administering office, Bureau of Indian Affairs – Office of Acquisition and Property Management, Central Office, or (2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed \$199,000. If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.

(b) *Special account.* Until (1) the Contractor has liquidated all advance payments made under the contract and related interest charges and (2) the administering office has approved in writing the release of any funds due and payable to the Contractor, all advance payments and other payments under this contract shall be made by check payable to the Contractor marked for deposit only in the Contractor's special account with the _____ [insert the name of the financial institution]. None of the funds in the special account shall be mingled with other funds of the Contractor. Withdrawals from the special account may be made only by check of the Contractor countersigned by the Contracting Officer or a Government countersigning agent designated in writing by the Contracting Officer.

(c) *Use of funds.* The Contractor may withdraw funds from the special account only to pay for properly allocable, allowable, and reasonable costs for direct materials, direct labor, and indirect costs. Other withdrawals require approval in writing by the administering office. Determinations of whether costs are properly allocable, allowable, and reasonable shall be in accordance with generally accepted accounting principles, subject to any applicable subparts of [Part 31](#) of the Federal Acquisition Regulation.

(d) *Repayment to the Government.* At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) of this clause. If the Contractor fails to repay the amount requested by the administering office, all or any part of the unliquidated advance payments may be withdrawn from the special account by check signed by only the countersigning agent and applied to reduction of the unliquidated advance payments under this contract.

(e) *Maximum payment.* When the sum of all unliquidated advance payments, unpaid interest charges, and other payments exceed _____ percent of the contract price, the Government shall withhold further payments to the Contractor. On completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and all interest charges payable. If previous payments to the Contractor exceed the amount due, the excess amount shall be paid to the Government on demand. For purposes of this paragraph, the contract price shall be considered to be the stated contract price of \$_____, less any subsequent price reductions under the contract, plus (1) any price increases resulting from any terms of this contract for price redetermination or escalation, and (2) any other price increases that do not, in the aggregate, exceed \$_____ [insert an amount not higher than 10 percent of the stated contract amount inserted in this paragraph]. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(f) Interest.

(1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in paragraph (f)(3) of this clause. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge—

(i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check;

(ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer; and

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(iii) Liquidations by deductions from Government payments to the Contractor shall be considered as decreasing the unliquidated balance as of the date of the check for the reduced payment.

(2) Interest charges resulting from the monthly computation shall be deducted from payments, other than advance payments, due the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon satisfactory completion or termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.

(3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the higher of (i) the published prime rate of the financial institution (depository) in which the special account is established or (ii) the rate established by the Secretary of the Treasury under Pub. L. 92-41 ([50 U.S.C. App. 1215\(b\)\(2\)](#)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rates.

(4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.

(g) *Financial institution agreement.* Before an advance payment is made under this contract, the Contractor shall transmit to the administering office, in the form prescribed by the administering office, an agreement in triplicate from the financial institution in which the special account is established, clearly setting forth the special character of the account and the responsibilities of the financial institution under the account. The Contractor shall select a financial institution that is a member bank of the Federal Reserve System, an “insured” bank within the meaning of the Federal Deposit Insurance Corporation Act ([12 U.S.C. 1811](#)), or a credit union insured by the National Credit Union Administration.

(h) *Lien on special bank account.* The Government shall have a lien upon any balance in the special account paramount to all other liens. The Government lien shall secure the repayment of any advance payments made under this contract and any related interest charges.

(i) Lien on property under contract.

(1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.

(2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government’s interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.

(3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractor shall provide a copy of each receipt to the Contracting Officer.

(4) If, under the termination clause, the Contracting Officer authorizes the Contractor to sell or retain termination inventory, the approval shall constitute a release of the Government’s lien to the extent that—

(i) The termination inventory is sold or retained; and

(ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.

(j) Insurance.

(1) The Contractor shall maintain with responsible insurance carriers—

(i) Insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality;

(ii) Adequate insurance against liability on account of damage to persons or property; and

(iii) Adequate insurance under all applicable workers’ compensation laws.

(2) Until work under this contract has been completed and all advance payments made under the contract have been liquidated, the Contractor shall—

(i) Maintain this insurance;

(ii) Maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (i) of this clause; and

(iii) Furnish any evidence with respect to its insurance that the administering office may require.

(k) Default.

(1) If any of the following events occurs, the Government may, by written notice to the Contractor, withhold further withdrawals from the special account and further payments on this contract:

(i) Termination of this contract for a fault of the Contractor.

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(ii) A finding by the administering office that the Contractor has failed to—

- (A) Observe any of the conditions of the advance payment terms;
- (B) Comply with any material term of this contract;
- (C) Make progress or maintain a financial condition adequate for performance of this contract;
- (D) Limit inventory allocated to this contract to reasonable requirements; or
- (E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.

(iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.

(iv) The service of any writ of attachment, levy of execution, or commencement of garnishment proceedings concerning the special account.

(v) The commission of an act of bankruptcy.

(2) If any of the events described in paragraph (k)(1) of this clause continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:

(i) Withdraw by checks payable to the Treasurer of the United States, signed only by the countersigning agency, all or any part of the balance in the special account and apply the amounts to reduce outstanding advance payments and any other claims of the Government against the Contractor.

(ii) Charge interest, in the manner prescribed in paragraph (f) of this clause, on outstanding advance payments during the period of any event described in paragraph (k)(1) of this clause.

(iii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.

(iv) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.

(3) The Government may take any of the actions described in paragraphs (k)(1) and (2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.

(l) *Prohibition against assignment.* Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.

(m) *Information and access to records.* The Contractor shall furnish to the administering office (1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements together with a report on the operation of the special account in the form prescribed by the administering office; and (2) if requested, other information concerning the operation of the Contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.

(n) *Other security.* The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.

(o) *Representations.* The Contractor represents the following:

(1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.

(2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.

(3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.

(4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.

(5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.

(6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.

(7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.

(8) These representations shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.

(p) *Covenants.* To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not—

(1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;

(2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;

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(3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;

(4) Sell, convey, or lease all or a substantial part of its assets;

(5) Acquire for value the stock or other securities of any corporation, municipality, or governmental authority, except direct obligations of the United States;

(6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;

(7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;

(8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates provided in existing agreements of which notice has been given to the administering office; accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government; or employ any person at a rate of compensation over \$69,000.00a year;

(9) Change substantially the management, ownership, or control of the corporation;

(10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;

(11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation or a credit union insured by the National Credit Union Administration;

(12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;

(13) Make or covenant for capital expenditures exceeding \$30,000.00 in total;

(14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than \$500,000.00; or

(15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract:

(End of clause)

I.17 52.233-01 DISPUTES

DECEMBER 1998

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the

payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

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(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

I.18 52.233-01 DISPUTES ALTERNATE I ALT I

DECEMBER 1991

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

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(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

I.19 52.244-05 COMPETITION IN SUBCONTRACTING

DECEMBER 1996

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.20 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS AND OCTOBER 1998 COMMERCIAL COMPONENTS

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

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(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.21 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) APRIL 1984

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

I.22 52.252-02 CLAUSES INCORPORATED BY REFERENCE FEBRUARY 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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<http://www.acquisition.gov/far/>

I.23 52.253-01 COMPUTER GENERATED FORMS

JANUARY 1991

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J LIST OF ATTACHMENTS

<u>Number</u>	<u>Attachment Title</u>
Attachment 1	Awardee's Proposal Incorporated by Reference
Attachment 2	Technical Instructions
Attachment 3	Price Proposal Instructions –CFR Court
Attachment 4	Price Proposal Instructions – Tribal Court
Attachment 5	Technical Evaluation Criteria
Attachment 6	District Listings

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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB 1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov>

Clause	Title	Date
52.203-02	Certificate Of Independent Price Determination	April 1985
52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	September 2007
52.204-03	Taxpayer Identification	October 1998
52.204-05	Women-Owned Business (Other than Small Business)	May 1999
52.209-05	Certification Regarding Responsibility Matters	April 2010
52.215-06	Place of Performance	October 1997
52.222-25	Affirmative Action Compliance	April 1984
TEXT	Representations, Certifications and Other Statements of Offeror	

(End of clause)

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS-- JANUARY 2011 NEGOTIATION

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ____.

(2) The small business size standard is \$__ million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is ____ employees.

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

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- (iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.
- (iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xi) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
- (xii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- (xvi) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at [52.225-3](#).
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xvii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).
- (xviii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- (xix) [52.225-25](#), Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.
- (xx) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
 - (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
- (2) The following certifications are applicable as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]
- ___ (i) [52.219-22](#), Small Disadvantaged Business Status.
 - ___ (A) Basic.
 - ___ (B) Alternate I.
 - ___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
 - ___ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
 - ___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.
 - ___ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
 - ___ (vi) [52.223-13](#), Certification of Toxic Chemical Release Reporting.
 - ___ (vii) [52.227-6](#), Royalty Information.

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- __ (A) Basic.
- __ (B) Alternate I.
- __ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov>

Clause	Title	Date
1452.233-02	Service of Protest--Department of the Interior (Deviation)	July 1996
52.204-06	Data Universal Numbering System (DUNS) Number	August 2008
52.216-01	Type Of Contract	April 1984
52.252-01	Solicitation Provisions Incorporated By Reference	February 1998

L.2 52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION JAN 2004

(a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

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(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at [52.215-5](#), Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR [52.225-17](#), Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government’s interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR [15.306\(a\)](#)). Therefore, the offeror’s initial proposal should contain the offeror’s best terms from a cost or price

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and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

L.3 1452.233-2 SERVICE OF PROTEST DEPARTMENT OF THE INTERIOR JULY 1996 DEVIATION

a) Protests, as defined in section [31.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW., Room 6511, Washington, DC 20240.

(End of provision)

L.3 PROPOSED CONTRACT START DATE

For proposal preparation purposes, offerors may assume a contract start date of January 2013 and that the required effort will be uniformly incurred throughout each contract period.

(End of provision)

L.4 TECHNICAL PROPOSAL INSTRUCTIONS

(a) Offerors shall submit proposal for other than price factors as a separate part of the total proposal package. Omit all cost or pricing details from this proposal.

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(b) Special proposal instructions are incorporated at Attachment 2, “Technical Proposal Instructions.”

(End of provision)

L.5 PRICE PROPOSAL INSTRUCTIONS

(a) Offerors shall submit price proposals as a separate part of the total proposal package. Omit all technical details from this proposal.

(b) Special proposal instructions are incorporated at Attachment 3, “Price Proposal Instructions.”

(End of provision)

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB 1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.acquisition.gov

Clause	Title	Date
52.215-2	Audit and Records – Negotiation	March 2009
52.217-03	Evaluation Exclusive Of Options	April 1984
52.217-04	Evaluation Of Options Exercised At The Time Of Contract Award	June 1988
52.217-05	Evaluation Of Options	July 1990

M.2 EVALUATION FACTORS FOR AWARD

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Evaluation factors and significant subfactors to determine quality of product or service.

(End)